

Customer Name: \_\_\_\_\_

Service Address: \_\_\_\_\_

**General Terms**

This is a legally binding agreement between AireBeam, LLC (hereinafter referred to as "AireBeam") and the customer, as detailed in the internet service order/request. The agreement takes effect on the date on which AireBeam's services are activated at the customer's designated service location. All customers are encouraged to review and adhere to the Terms and Conditions of Service, which can be accessed at [www.airebeam.com/tos](http://www.airebeam.com/tos).

- This agreement is for a term of 12 months, based on the services available at the time the agreement is signed.
- The customer may request any upgrades or downgrades in service without affecting the overall term of this contract. Changes will be priced according to current rates at the time of the request.
- The agreement is effective for a duration of 12 months.
- The customer will benefit from a discounted rate during this 12-month period.

**Equipment**

- All equipment installed at the customer's service location remains the property of FIF AireBeam, LLC.
- The customer agrees to facilitate the return or removal of equipment by an authorized AireBeam service technician in a timely manner.

**Relocations, Account Cancellation and Collections**

- To initiate account cancellation, a formal request must be submitted either via telephone at 520-510-0909 or via email to [support@airebeam.net](mailto:support@airebeam.net), and it must be received prior to the commencement of the new billing cycle.
- Services are billed in advance, and refunds will not be provided for cancelations that occur within the term of this agreement.
- Unpaid balances will be escalated for collection actions, including the possibility of being referred to an external collections agency.
- Within the service areas covered by AireBeam, the existing contract can be transferred to a new service address.
- Contracts will be terminated without further obligations if the customer relocates to an area outside of AireBeam's service zones, provided that all equipment is returned undamaged and the account is in good standing, proof of relocation may be required by our management team.

**Service Availability and Limitations and Vacation Hold**

- Availability of specific internet plans may be restricted by geographical factors.
- Automatic payments via credit or debit cards are mandatory.
- Speed and latency are subject to network conditions and are not guaranteed.
- To mitigate service degradation due to interference, AireBeam recommends utilizing company-issued routers.
- Service is limited to one antenna or line per household unless a separate agreement is negotiated. Additional fees may apply.
- If the account is placed on Vacation Hold, the number of months it is on hold will be added to the contract term to fulfill the total 12-month term of Active Service.
- Failure to return or reactivate from Vacation Hold will result in AireBeam reviewing and/or revising the agreement and/or collecting the balance due for the remaining months at the current service plan rate. Any equipment not returned will be billed at the current retail price.

I have read, understood, and hereby agree to all the terms and conditions set forth in this one year agreement.

Signers Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## AireBeam Fiber Acknowledgement

Customer Name: \_\_\_\_\_

Service Address: \_\_\_\_\_

### Fiber Trenching and Installation Acknowledgement

#### Authority and Service Description:

I hereby confirm that I am the Owner or an authorized party on behalf of the owner of the property at the Service Address referenced above. I acknowledge the order for AireBeam's Fiber Optic Broadband services and understand that AireBeam will install Fiber Optic Broadband services to and into the premises as described below.

#### Installation Components:

The installation includes:

1. **Utility Location:** Utility Locators responding to 811 will enter the property to mark utilities.
2. **Trenching:** Trenching will occur from the rear lot line to the premises.
3. **Fiber Route:** The fiber route must maintain specific layout parameters.
4. **Hardware Installation:** Conduit, plastic enclosures, and the Optical Network Unit (ONU) will be installed.

#### Responsibilities and Access:

1. **Utility Marking:** I agree to keep fences unlocked and the area free of pets until Utility Locators complete their work and AireBeam completes the installation.
2. **Private Facilities:** I am responsible for showing AireBeam's installation team any private underground facilities to avoid accidental damage.
3. **Landscaping:** I understand that any landscaping alterations, such as the removal of pavers or stones, are my responsibility.

#### Equipment Ownership:

I understand that all AireBeam-provided equipment remains the property of AireBeam and must be returned upon service termination. Unreturned equipment will result in charges to my account.

#### Agreement:

I have read, understood, and hereby agree to all the terms and conditions set forth in this Fiber Trenching and Installation Acknowledgement.

Signers Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## AIREBEAM TERMS AND CONDITIONS OF SERVICE

FIF AireBeam, LLC, a subsidiary of subsidiary of Boston Omaha Corporation (NYSE: BOC), on behalf of itself and its parent, affiliate, and subsidiary entities authorized to provide the services set forth herein (collectively, "AireBeam") will provide its Internet access service ("Internet Service," "Service," or "Services") to you, herein referred to as ("Subscriber") in accordance with these terms and conditions, which terms and conditions incorporate and include the Acceptable Use Policy ("AUP"), the Privacy Policy, and any separate billing or use agreement entered into by Subscriber and AireBeam, as such policies and agreements may be changed from time to time (collectively, the "Terms of Service").

Subscriber's use of the Internet Service shall be an acknowledgment that Subscriber has read and agrees to the Terms of Service and agrees that anyone the Subscriber permits to use the Internet Service will abide by the Terms of Service.

Failure to comply with these Terms of Service may result in suspension or termination of Service by AireBeam. IF SUBSCRIBER DOES NOT AGREE TO BE BOUND BY THESE TERMS, SUBSCRIBER SHOULD IMMEDIATELY STOP THE USE OF THE SERVICES, and contact us at [support@airebeam.com](mailto:support@airebeam.com) requesting account closure.

AireBeam regularly updates and amends these Terms of Service. Subscriber should consult AireBeam's website at <https://airebeam.com/terms-and-conditions> to ensure Subscriber complies with the currently applicable Terms of Service.

### **Billing and Payments**

Unless Subscriber's Internet Service is subject to a separate billing agreement, including but not limited to a bulk billing service agreement, Subscriber agrees to pay all charges associated with the Internet Service. If the Subscriber is subject to such a separate billing agreement, the services subject to that agreement will be billed and paid for as set forth therein. Any additional services subscribed to will be billed and paid according to the terms set forth here.

AireBeam will provide Subscriber with notice of applicable pricing at the time the order is placed, including information regarding any special pricing or discount arrangements applicable to Subscriber's Internet Service. AireBeam requires enrollment in its auto-pay program at sign up, which will authorize AireBeam to draw a payment monthly from the credit, debit, or bank account Subscriber provides for as long as Subscriber continues to be an AireBeam customer unless Subscriber unenrolls from the auto-pay program.

Customers who choose a month-to-month agreement will be subject to an additional \$5.00 per month fee to the data plan selected. Customers have the option to upgrade to a term agreement at any time to remove this additional month-to-month fee.

If the Subscriber does not enroll in the auto-pay program, AireBeam reserves the right to charge a late fee for any payments made beyond the invoice due date. AireBeam also charges a \$2.50 manual payment fee for any payments mailed in or requiring an AireBeam Representative to process the payment on the customer's behalf.

AireBeam will provide Subscriber with advance notice of any price change or fees or any new prices or fees. However, if the fee change was outside AireBeam's control (e.g., increased governmental imposed fees or taxes), AireBeam may elect not to provide advance notice unless required by applicable law.



## Terms and Conditions of Service

Subscribers are billed in advance for recurring fees and charges unless otherwise agreed to, and AireBeam's services are provided on a month-to-month basis. AireBeam does not offer partial months of service. If the Subscriber requests to terminate service before the end of the billing period, the Subscriber will continue to receive service through the end of the billing period. Subscriber will not receive a refund for any unused portion of services.

If the Subscriber receives services subject to promotional or discounted pricing, the Subscriber will be responsible for the standard regular charges upon the expiration of the specified promotional or discount period. AireBeam does not waive its right to collect the entire balance owed by accepting payments for less than the amount due. If the Subscriber pays any invoices late or fails to pay invoices, then AireBeam reserves the right to assess a late fee of \$15.00. Any fees or charges for late or non-payments are not penalties but are considered liquidated damages to AireBeam resulting from late or non-payments.

If AireBeam uses a collection agency or attorney to collect money owed by Subscriber, then the Subscriber agrees to pay any reasonable collection costs. These costs include, but are not limited to, any collection agency's fees, reasonable attorneys' fees, and arbitration or court costs.

If Subscriber fails to pay the total amount due by the date due, AireBeam reserves the right, in its sole discretion in accordance with applicable law, to suspend or terminate Subscriber's Internet Service.

If AireBeam receives a chargeback from Subscriber's credit/debit card issuer or with respect to any other payment method for any reason, Subscriber acknowledges that AireBeam has the right to terminate services immediately.

### **Term and Termination**

(a) Unless otherwise specified in a separate billing agreement, services offered on a monthly basis for a term that begins on the date your Service order is completed, ends on the last day of the billing cycle during which you placed the order for Service, and automatically renews monthly.

(b) Termination. You may terminate this Agreement and your use of the Services at any time for any reason by contacting us at 520-510-0909 or by emailing support@airebeam.net. If you are under a term agreement and choose to terminate your account before the term is completed, you will be required to pay an early termination fee prior to the final termination of your account. If you cancel your Service on any day other than the last day of your billing cycle, no refunds will be issued for payments made for that month, and your account will be deemed terminated on that date. Any outstanding balances on your account must be cleared through the date of termination.

We reserve the right to terminate this Agreement, your password, your account, and/or your use of the Service without prior notice and for any reason, including but not limited to, failure to pay any charges when due or violation of this Agreement. We may, at our discretion, send you a notice regarding any violations before termination. Reactivation of a terminated or suspended account, or acquisition of a new account, is subject to express approval by AireBeam and may involve applicable charges.

If either you or we terminate Services on a day other than the last day of your billing cycle, no prorating or refunding of that month's Service and Equipment charges will occur. Your Services will remain available through the end of the applicable billing cycle.

### **Return of Equipment**

After you notify AireBeam of your intent to terminate Service, you must promptly return your Equipment to AireBeam within 30 days after termination. After receiving your intent to terminate Service, AireBeam will send customers an email with return instructions to return the Equipment to AireBeam. AireBeam will, at its



## Terms and Conditions of Service

option, either: (1) charge your payment method on file (including preauthorized credit card or bank withdrawal) an amount up to the Equipment Charge if AireBeam does not receive the Equipment within 30 days after termination; (2) charge your payment method on file (including preauthorized credit card or bank withdrawal) an amount up to the Equipment Charge upon termination and credit you back for such charge ONLY if AireBeam receives your Equipment within 30 days following termination; or (3) continue to charge your payment method on file. Including pre-authorization for the Equipment until AireBeam receives the Equipment. Upon your termination of Fixed Wireless, we may dispatch a technician to uninstall and remove Equipment.

### **Access to Premises**

By placing an order for service, Subscriber grants AireBeam the right to enter Subscriber's property exterior and access the residence exterior to install, maintain, repair, or remove AireBeam's property at reasonable times and upon advance notice to Subscriber. By placing an order, the Subscriber warrants either that Subscriber is the property owner, or that Subscriber has the authority to provide AireBeam access to the property.

Subscriber also warrants that Subscriber is at least 18 years of age and that Subscriber owns the premises or has received permission from the owner of the premises to make any changes to the premises needed to install the equipment and receive services.

Subscriber hereby grants AireBeam permission to install and is releasing AireBeam from any liability related to damages that the landlord may claim as a result of an alleged violation of Subscriber's lease/rental agreement as it relates to the installation of internet services. It is also the Subscriber's obligation to confirm that the placement of the antenna on the premises is not in violation of any restrictive covenants, conditions, or homeowners' restrictions. If, after the installation, the Owner, Landlord, HOA, COA or other party require the connection to be removed, the Subscriber agrees to pay an additional \$149 charge.

Charges may apply for installation, certain maintenance, and support services if a technician is dispatched. Charges may be per technician, may vary depending on when services are performed (e.g., time of day and weekday, holiday, or weekend), and may include a minimum charge regardless of the actual number of hours worked. We will notify you of any applicable charges in advance of you incurring such charges. If you report trouble, you must pay a dispatch charge if the trouble is not found in our facilities (no charge if we later find the trouble was in our facilities) or our equipment or is found in customer equipment/systems or Equipment. A dispatch charge also applies if: (A) Subscriber requests a service date change but fails to notify us before the service date and AireBeam technician is dispatched on the service date (will have to pay dispatch charge and we will change the service date) or (B) AireBeam technician dispatched for maintenance of service and no trouble is found in AireBeam equipment (applies each time this happens). Any requested repairs to your facilities or equipment are not included in the dispatch fee and will be charged on a time and materials basis.

### **Equipment**

Subject to applicable law, all equipment that AireBeam installs in Subscriber's home, including cabling, wiring, any backup power supply, optical network units, wireless routers, etc., remains the property of AireBeam. Subscriber acknowledges that they will use the AireBeam equipment exclusively in connection with the AireBeam Internet Service. Subscriber will not sell, lease, abandon, or give away the AireBeam equipment. Subscriber acknowledges responsibility for any lost or damaged AireBeam equipment, apart from normal wear and tear. Subscriber authorizes AireBeam to charge any equipment not returned or damaged beyond normal wear and tear to Subscriber's account, and Subscriber authorizes any equipment replacement costs to be applied to any payment method on file for the Subscriber.



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Subscriber Equipment includes any software, hardware, or services, including, for example, smart home accessories and devices, that Subscriber chooses to use in connection with the Internet Service and which are not provided by AireBeam (unless purchased by Subscriber from AireBeam). AireBeam is not responsible for the operation, maintenance, or functionality of any Customer Equipment Subscriber chooses to use in connection with the Internet Service. AireBeam does not provide technical assistance for any third-party hardware or software.

### **Warranties**

We provide the Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about the Services.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR IN A SEPARATE AGREEMENT PROVIDED TO YOU BY AIREBEAM OR AN AGENT THEREOF, NEITHER AIREBEAM NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES, INCLUDING ANY EQUIPMENT PROVIDED TO YOU BY AIREBEAM, ITS DISTRIBUTORS OR SUPPLIERS. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTION OF THE EQUIPMENT OR SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES AND EQUIPMENT "AS IS."

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

### **Security**

Subscriber understands and acknowledges that using the Internet Service to access the Internet or any other online network or service creates certain risks to Subscriber's Equipment. Any software, files, or data may be exposed to viruses or other harmful features or enable other Internet users to access Subscriber's Customer Equipment, software, files, or data. It is the Subscriber's sole responsibility to take appropriate security measures when using the Internet Service, including securing Subscriber's Equipment to prevent damage or unauthorized access by external threats such as viruses, spam, botnets, or any other malicious technologies or methods of intrusion. AireBeam has no responsibility and assumes no liability for the protections Subscriber may, or may not, employ nor for any damages that may arise from accessing the Internet. AireBeam has no obligation to monitor content; however, Subscriber agrees that AireBeam has the right to monitor the Internet Service (including but not limited to content and Customer Equipment as it may affect the Internet Service from time to time) in accordance with the Terms of Service, the AUP, and the Privacy Policy.

For content residing on AireBeam's servers, AireBeam reserves the right at all times and without notice to remove, restrict access to, or make unavailable, and to monitor, review, retain and/or disclose any content or other information in AireBeam's possession about or related to the Subscriber, Subscriber's use of the Internet Service or otherwise as necessary to satisfy any applicable law, or otherwise to preserve the security of AireBeam's network or AireBeam's other Subscribers' information.

### **Amendment**

AireBeam may, in its sole discretion, change, modify, add or remove portions of the Terms of Service at any time. AireBeam may notify Subscriber of any such changes by posting notice of such changes on its website at <https://airebeam.com/tos> or sending notice via electronic mail or U.S. mail.

The Subscriber's continued use of the Internet Service following notice of such change, modification, or amendment shall be deemed the Subscriber's acceptance of any such modification.

**Entire Agreement**

These Terms of Service and any other documents incorporated by reference constitute the entire agreement and understanding between Subscriber and AireBeam with respect to the terms and conditions that govern the Internet Service. If any portion of these Terms of Service is held to be unenforceable, the remainder of the provisions shall remain in full force and effect.

**Limitation of Liability.**

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF AIREBEAM, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES (OR, IF WE CHOOSE, TO SUPPLYING YOU THE SERVICES AGAIN).

IN ALL CASES, AIREBEAM, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

WHEN PERMITTED BY LAW, AIREBEAM, AND AIREBEAM'S SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

**Force Majeure**

- a) You agree that AireBeam has no liability for delays in or interruption to your Services, State and local law or regulation may impose other outage credit requirements with respect to some or all of your Services. In such event, the relevant law or regulation will control.
- b) You agree that AireBeam may conduct maintenance from time to time that may result in interruption of your Service.
- c) AireBeam shall have no liability for interruption of Services due to circumstances beyond its reasonable control, including without limitation acts of God, flood, natural disaster, vandalism, terrorism, regulation or government acts, strikes, labor unrest, civil disturbance, fire, electrical power outage, computer viruses or worms.

**Indemnification.**

You agree to indemnify, defend, and hold harmless AireBeam and its affiliates, contractors, officers, directors, employees, or agents from any and all third-party claims, liabilities, costs, and expenses, including reasonable attorney fees and punitive damages arising from: (a) violation of any provision of this Agreement by you or others who use your Service, Software, and/or Equipment; (b) installation, modification, or use of the Service, Software, and/or Equipment by you and/or any parties who use your Service, Software, and/or Equipment, with or without your permission; (c) claims for libel, slander, invasion of privacy, or infringement of any intellectual property rights arising from the use of the Service, Software, or the Internet; (d) patent infringement arising from your acts combining or using the Service in connection with facilities or equipment (circuit, apparatus, system or method) furnished by you; or (e) negligent acts, errors, or omissions, gross negligence, or intentional misconduct by you.

**Governing Law**



**Terms and Conditions of Service**

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of these Terms and Conditions or to recover any damages for and on account of the breach of any term or condition contained herein, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorney's fees, necessary witness fees and court costs to be determined by the court in such action.

**Electronic Communications**

AireBeam may be required to provide certain disclosures, notices and communications (collectively "Communications") to you in written form. We will deliver such Communications to you in electronic form. Your agreement to these Terms confirms your ability and consent to receive such Communications electronically. You consent to receive electronically all Communications that we may provide you in connection with your AireBeam account and your use of the Service

**By signing below, the customer agrees to abide by the terms outlined in this Terms and Conditions of Service provided by FIF AireBeam, LLC.**

Signers Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_